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Contract No. BC 7013OWNER
it is dueThis Agreement made this 1st day of February, 19 67

by and between **NINCO WASTE-AWAY SERVICE, ELKHART, INDIANA**
(hereinafter called CONTRACTOR) and **MILES LABORATORIES, INC., Elkhart, Indiana** (hereinafter called OWNER),

Milestones:

1. CONTRACTOR agrees to perform the following work for and upon the premises of OWNER
1127 Myrtle Street, Elkhart, Indiana

at _____ which
work is described as follows:
Furnish supervision, labor, materials, tools and equipment to remove waste
materials from Owner's plant as follows:

1. From Owner's Citric Acid Plant, known as Plant No. 4, McNaughton Street, remove such waste as may be deposited in Contractor's containers of approximately 16 cubic yards capacity. Contractor will not be responsible for cleanup of spillage from Owner's filling operations at this location.
2. From Owner's property location designated as Plant No. 4, Maintenance Shop Door, remove such waste as may be deposited in Contractor's container of approximately 9 cubic yards capacity. From location designated as Plant No. 1, remove such waste as may be deposited in Contractor's containers of approximately 14 cubic yards capacity. From location designated as Plant No. 3, remove such waste as may be deposited in Contractor's containers of approximately 14 cubic yards capacity. From location designated as Owner's Dextrose Plant, remove such waste as may be deposited on Contractor's containers of approximately 6 cubic yards capacity. Contractor will be responsible for cleanup of spillage from areas around containers at these locations.

Contractor agrees to provide at all times sufficient emptied containers at the points designated above, and agrees to keep said containers painted and in good repair. Contractor further agrees to cover the waste from Owner's Citric Acid Plant with sufficient quantities of earth to keep odors at an absolute minimum in those residential areas surrounding Contractor's dumping locations. *CH*

For accounting purposes, Owner will issue two Purchase Orders each calendar year for work described in this contract. One Purchase Order will reference the work to be done at Owner's Citric Acid Plant. The second Purchase Order will be for all other work. Contractor shall submit invoices, together with delivery slips or work tickets signed by Owner's representative, separately for each Purchase Order.

Contractor and Owner agree that this contract will supercede and cancel all other contracts as may now be in effect between the two parties, and further agree that this contract will remain in effect indefinitely, subject to a ninety-day written notice of termination by either party.

Payments to Contractor shall be based upon the following rates:

LOCATION	APPROXIMATE CONTAINER SIZE	PRICE PER LOAD
Citric Acid Plant	16 cu. yd.	\$11.50
Citric Acid Plant	9 cu. yd.	\$10.00
Dextrose Plant	6 cu. yd.	\$10.00
Plant No. 1	14 cu. yd.	\$11.00
Plant No. 3	14 cu. yd.	\$10.00

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Permits and
Regulations

Separate
Contracts

which bear the difference between the net and balance of the contract. The Contractor shall be charged to the account of CONTRACTOR as aforesaid and of any damages sustained by OWNER as a result of CONTRACTOR'S breach of contract, shall be paid by the party from whom it is due to the party in whose favor it is due.

9. CONTRACTOR agrees to indemnify, defend, and save harmless OWNER from and against any and all suits, actions, claims, damages or costs (including attorney's fees) arising out of the infringement or alleged infringement of any patent by any product or apparatus furnished by CONTRACTOR or any subcontractor and incorporated in the work under this contract or by any product, apparatus, process or design used by CONTRACTOR or any subcontractor in the performance of the work. CONTRACTOR agrees to indemnify OWNER for any and all loss of or damage to the property of OWNER and to indemnify, defend and save harmless OWNER from and against any and all suits, actions, claims, damages or costs (including attorney's fees) arising out of loss of or damage to the property of any other person or persons whomsoever (including but without limitation all materials, supplies, equipment or other property of CONTRACTOR or any subcontractor or any separate contractor) or arising out of injury to or death of any person or persons whomsoever (including but not limited to CONTRACTOR, any subcontractor, any separate contractor or the employees or agents of any of them), in the event that any such loss, damage, injury or death shall result directly or indirectly from any act or omission of CONTRACTOR or of any subcontractor or of the employees or agents of either of them occurring either in the performance of this contract or outside said performance but in, on or about the premises where the work is to be performed.

10. CONTRACTOR shall carry insurance as specified below with an insurance carrier or carriers to be first approved by OWNER:

A. Workmen's Compensation Insurance (or state approved equivalent) covering all employees in any way engaged in the performance of the contract if required by state law, or if not so required, Employer's Liability Insurance with limits satisfactory to OWNER.

B. Public Liability Insurance with limits of not less than \$50,000.00 for one person and \$100,000.00 for more than one person in any one accident or occurrence insuring all operations and activities (including automobile) of CONTRACTOR in connection with the performance of this contract, provided that OWNER shall not be named as an additional insured except upon OWNER'S written request therefor.

C. Property Damage Insurance with limits of not less than \$20,000.00 in any one accident or occurrence insuring all the operations and activities (including automobile) of CONTRACTOR in connection with the performance of this contract, provided that OWNER shall not be named as an additional insured except upon OWNER'S written request therefor.

D. Such other insurance, or the insurance above described with such higher limits, as may be provided in this contract under the Description of Work.

BEFORE STARTING WORK CONTRACTOR shall furnish to OWNER duly executed certificates of the above insurance, which certificates shall state that such insurance is in force and will not be cancelled or released except upon thirty (30) days' prior written notice to OWNER.

11. CONTRACTOR shall not suffer or permit any claim, lien, attachment or other encumbrance to be put or remain upon said premises or other property of OWNER by CONTRACTOR or any third person whomsoever or any claim of a third person to be made against OWNER on account of any matter connected with the performance of this contract or any other contract between the parties, including without limitation the furnishing of materials, supplies and equipment and the performance of labor or services. CONTRACTOR shall not use in the performance of this contract any materials (except such as are to be furnished by OWNER) to which he does not have absolute title. Any such claim, lien, attachment or other encumbrance or any such claim of a third person shall preclude all right to any payment whatever under this contract until removed, and in the event the same is not removed OWNER may remove the same at the expense (including costs and attorneys fees) of CONTRACTOR and said expense may be deducted by OWNER from any sums due to CONTRACTOR from OWNER, and if the amount of payments made by OWNER to remove or satisfy any claim, lien, attachment or other encumbrance of a third person exceeds the amount due or to become due CONTRACTOR, CONTRACTOR agrees to reimburse OWNER on demand for the excess amount so paid.

12. OWNER may, without notice to sureties, order extra work or make changes by altering, adding to, or deducting from the work; but, except in emergencies endangering life or property, no extra work or changes shall be done or made and no charge therefor shall be allowed except upon OWNER'S written change order setting forth the agreement of the parties as to extra costs, if any, and extension of time, if any. Such extra work and changes shall be executed in full compliance of all terms and conditions of this Agreement except as modified by said change order.

13. CONTRACTOR shall obtain all necessary permits and licenses, give all notices and comply with all laws, ordinances, rules, regulations or orders affecting the work (including those of the Board of Fire Underwriters), and shall pay all fees and charges in connection therewith. CONTRACTOR shall carefully examine the drawings and specifications and promptly notify OWNER in writing if the same are at variance with such laws, ordinances, rules, regulations or orders. CONTRACTOR agrees to bear all costs, expenses, damages and fines arising out of violations of such laws, ordinances, rules, regulations or orders by CONTRACTOR or any subcontractor (including all costs and expenses of conforming the work to the requirements thereof).

14. OWNER may award other contracts in connection with the work and CONTRACTOR agrees to cooperate fully with any other contractors and to coordinate his work with theirs so that

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Safety

Labor Affiliations Assignments

Performance Bond

**Accounting
Reference
Number**

Non-Waiver of Breach Definitions

19. ~~The purposes of accounting and reference to this report shall be limited by any person~~
~~having had access to its number.~~

22. This Agreement shall bind the respective parties and their heirs, executors, administrators, successors and assigns.

In the presence of:

UNICO WASTE-AWAY SERVICE

By ^{Contractor} Chas. H. Jones Secy

MILES LABORATORIES, INC.

By P. L. Raby
Title PURCHASING MANAGER

*"Sole Proprietor," "Partner," or officer's title, if a corporation.

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